Schedule 14

Contract Governance

to

Request for Proposal
for the
Provision of IT Infrastructure Operations
and Managed Workplace Services
[UNHCR RFP/2018/1068]
(the “RFP”)

effective _____ 2018

between

The Office of the United
Nations High Commissioner
for Refugees

and Contractor

Table of Contents

1 INTRODUCTION 3
2 GOVERNANCE & INTEGRATION OBJECTIVES 3
3 KEY ROLES 4
4 GOVERNANCE STRUCTURE 5
5 COOPERATION AND APPROVALS 10
6 ESCALATION PROCEDURES IN CASE OF SERVICE DISPUTES AND INVOICE DISPUTES 10
7 REPORTS 11

1 Introduction

1.1. This Schedule 14 sets forth the roles and responsibilities of the Parties for the governance and integration activities provided under the Agreement as part of the Services.

1.2. Unless the context otherwise requires, capitalized terms used but not defined in this Schedule 14 shall have the meanings given to them in Schedule 1 (Technical Definitions) or the Agreement.

2 Governance & Integration Objectives

2.1. General

Governance and integration activities are an essential component for successful contract management and the Parties' on-going relationship. Contractor agrees to a relationship with UNHCR based on the following key objectives:

- Mutual trust and respect;
- Excellent communication between both Parties;
- Well-defined objectives and Service Levels (as further defined in Schedule 10 (Service Level Requirements));
- Appropriate governance structures; and
- Well-defined roles and responsibilities.

2.2. Governance & Integration Requirements

The Contractor's relationship management team will work with the UNHCR team to help achieve a number of UNHCR relationship goals and objectives, including:

(a) constant alignment of the quality of the delivered Services to the UNHCR business needs and requirements;

(b) continued high stakeholder satisfaction and maximization of value derived from the Services;

(c) continuous recommendation of improvements to the delivery of Services to the extent that UNHCR's business objectives would be better served;

(d) development of the business rationale and benefits of any proposed Changes and communication of these to the UNHCR team and other UNHCR stakeholders;

(e) working within the mutually-agreed upon governance structure regarding processes and procedures;

(f) assisting UNHCR in its planning and transition activities, as required; and

(g) ensuring proper and continued communication.

3 Key Roles

3.1. General

UNHCR and the Contractor will each establish and maintain a relationship management team consisting of senior business professionals that, throughout the duration of the Agreement, will:

(a) determine and protect the business interests and reputation of UNHCR;

(b) dedicate sufficient time and resources to make the relationship a success;

(c) support UNHCR's strategic and tactical planning processes for the Services, including business process linkage to business objectives and technology standards and architectures; and

(d) monitor the Contractor's performance metrics, including the Service Level Requirements (as further described in Schedule 10 (Service Level Requirements)).

3.2. Executive Sponsor

Each Party shall designate an individual (the "Executive Sponsor") who shall be each Party's "highest authority" in the governance of the overall relationship between the Contractor and UNHCR.

3.3. Contract Executives

(a) The Contractor shall designate an individual and UNHCR shall designate one or more individuals (each, a "Contract Executive"), who shall be each Party's primary point of contact for all matters relating to the relationship and Agreement.

(b) The Contractor's Contract Executive shall be:

(i) the primary Relationship Manager between the Contractor and UNHCR;

(ii) knowledgeable about the Services and each of the Contractor's products and services; and

(iii) experienced at running services equal in size and scope to the Services.

(c) The Contractor's Contract Executive shall have overall responsibility for directing all of the Contractor's activities under the Agreement and shall be vested by the Contractor with all necessary authority to act for the Contractor in connection with all aspects of the Agreement.

3.4. Program Managers

(a) Each Party shall designate individuals (f the "Program Manager") as such Party's primary points of contact for matters relating to the Services.

(b) The primary role of the Contractor's Program Managers and UNHCR's Program Managers is to take responsibility for the day-to-day operational relationships between the Contractor service delivery and UNHCR's organization. This involves managing and coordinating the appropriate resources for the provision of the Services to ensure optimal service delivery and ensure that all issues raised are resolved in accordance with the applicable procedures and Service Levels. UNHCR's Program Manager and the Contractor's Program Manager will take overall responsibility for ensuring the

Contractor performance meets business requirements and recommend continuation, improvement, or problem resolution to ensure that business requirements are met.

(c) The Contractor's Program Manager shall be:

(i) knowledgeable about the Services;

(ii) responsible for performance management;

(iii) responsible for relationship management;

(iv) responsible for facilitating financial management, including;

- acting as primary contact for all billing and financial issues;
- reviewing invoices, charges, and performance against budget;
- identifying disparities and variances to plans and recommending corrective action;
- reviewing charge reductions; and
- exercising general oversight for financial incentives and penalties (credits)

(v) responsible for facilitating contract management, including;

- leading and facilitating contract activities, from the signature of the Agreement through the development and implementation of SOWs and on-going Services;
- monitoring compliance with the Agreement's terms and conditions and providing recommendations to resolve issues related to non-compliance;
- identifying and managing Fees reductions and incentives, based on performance information, in accordance with the Agreement;
- creating, negotiating, and incorporating amendments into the Agreement; and
- coordinating negotiations/renegotiations to accommodate scope changes, alignment with industry standards and best practices or changes to business requirements per the Change Control Procedure.

(vi) experienced at running services of a size and scope minimally equal in size and scope to those of UNHCR.

3.5. Key Personnel and Named Personnel

Key Personnel shall be assigned to Key Positions and Named Personnel shall be assigned to Named Positions as described in Schedule 15 (Contractor Personnel Provisions).

4 Governance Structure

4.1. General

The following contract governance committees define the framework of the participants, the responsibilities, and activities of those roles that are responsible for the administration of the governance processes.

4.2. Executive Committee

(a) The Executive Committee comprises senior executives from each Party who will meet to review and discuss high level strategic and operational performance relating to the Agreement. The Executive Committee will be responsible for giving guidance to the Steering Committee on overall direction.

(b) Except as otherwise determined by UNHCR, the Executive Committee shall meet at least once every quarter during the first year of the Agreement and once every six (6) months thereafter for the remaining term of the Agreement. Executive Committee meetings may be conducted in person or via video teleconference, as agreed by the Parties.

(c) The Executive Committee shall have the following roles and responsibilities in addition to any roles and responsibilities set forth in the Agreement:

(i) review performance for the previous period related to the Agreement;

(ii) address relevant high-level issues appropriate for a board level discussion;

(iii) review issues arising in an "Executive Management Report" (generated by other governance committees);

(iv) review and approve the use of innovation processes to drive significant business change;

(v) address problems, disputes, incidents, or Service and/or Changes that have been escalated to this level; and

(vi) review or suggest changes to the functions of Program Management, Financial Management, Contract Management, and Relationship Management.

(d) The Executive Committee shall be comprised of the members identified in Table 1 or such other members as shall be named by a Party from time to time during the term of the Agreement.

Table 1: Executive Committee Membership

Role	UNHCR (Position)	The Contractor (Position)
Executive Sponsor	Chief Information Officer & Director, DIST	Vertical Business Head
Contract Executive	Deputy Director, Customer Support, Deputy Director, ICT Operations	Client Engagement Manager
Business Development Executive	Chief Strategic Sourcing Relationship Manager	Client Business Development Manager

4.3. Steering Committee

(a) The Steering Committee shall be responsible for providing input and advice concerning the overall business relationship and strategic direction between the Parties, including the effectiveness and value of the Services provided by the Contractor and guidance to improve such effectiveness and value, reviewing performance and addressing common tactical issues.

(b) Steering Committee membership shall be agreed between the Parties and reviewed on an on-going basis.

(c) Except as otherwise determined by UNHCR, the Steering Committee shall meet monthly for an "Operational Review" of the previous month's activities. Steering Committee meetings may be conducted in person or via video teleconference, as agreed by the Parties.

(d) The Steering Committee shall have the following roles and responsibilities, in addition to any roles and responsibilities set forth in the Agreement:

(i) defining and recommending innovation and improvement opportunities for more effective provision of the Services and how such innovative ideas and strategies can effectively impact Services;

(ii) discussing potential new Services and/or retirement of Services;

(iii) addressing problems, disputes, incidents, or Changes that have been escalated to this level;

(iv) addressing the status of the Services and any problems or difficulties experienced by the Parties in relation to the Services;

(v) providing status of planned initiatives and discussing initiatives that may impact Service requirements;

(vi) reviewing the support requirements, monitoring statistics, and assessing whether current support levels are meeting these requirements;

(vii) adjusting plans and Services as directed by UNHCR;

(viii) reviewing the Executive Management Report and other reports produced in accordance with the Agreement;

(ix) discussing the Contractor's overall compliance with the Agreement;

(x) reviewing all financial arrangements (e.g., milestone payments for the Services, Fee reductions, and any additional Fees to be applied);

(xi) addressing such other matters as one Party may bring to the other.

(e) The Steering Committee shall be comprised of the members identified in Table 2 below or such other members as shall be named by a Party from time to time during the Term.

Table 2: Steering Committee Membership

Role	UNHCR (Position)	The Contractor
Contract Executive	Deputy Director, ICT Operations Deputy Directory, ICT Customer Support	Client Engagement Manager

Program Managers	Chief, ICT Field Operations Section Chief, ICT Ops, Platform Chief, ICT Ops, Network Chief, ICT Ops, Security Head, Global Service Desk	Program Manager

4.4. Service Management Team

(a) A joint management team comprised of service management staff from UNHCR and the Contractor (the "Service Management Team") shall be responsible for overseeing the day-to-day operation of the Services.

(b) Service Management Team membership shall be agreed between the Parties as of the Effective Date, and reviewed on an on-going basis. Additional temporary UNHCR or Contractor attendees may be invited to attend the Service Management Team meetings.

(c) The Service Management Team shall meet at least on a weekly basis, unless otherwise agreed by the Contractor Program Manager and UNHCR Program Manager. Service Management Team meetings will be conducted by telephone / video conference unless otherwise agreed by the Parties.

(d) The Service Management Team shall have the following roles and responsibilities in relation to the Services in addition to any roles and responsibilities set forth in the Agreement:

(i) addressing delivery issues arising during the transition, and adherence to the transition plan;

(ii) addressing operational or delivery issues or crises arising during the previous week, and adherence to performance targets and Service Levels;

(iii) reviewing root cause analysis of any previous issues;

(iv) addressing outstanding or unresolved issues;

(v) reviewing progress reports;

(vi) planning for future Changes;

(vii) reviewing problems, disputes, Incidents and Changes;

(viii) reviewing forecasts and action items; and

(ix) addressing such other matters as one Party may bring to the other.

(e) The Service Management Team shall be comprised of the members identified in Table 3 below or such other members as shall be named by a Party from time to time during the term of the Agreement.

Table 3: Service Management Team Membership

Role	UNHCR (Position)	The Contractor (Position)

Program Managers	Service Delivery Managers	On-site Program Manager Off-site Operations Manager
Contract Management	Chief Supply and Vendor Management	Client Engagement Manager

4.5. Governance Meetings

(a) Within fifteen (15) days of the Effective Date both Parties will confirm a series of meetings of the contract governance committees in line with Sections 4.2 to 4.4 above. The routine meeting schedule will be as follows:

Table 4: Governance Meeting Schedule

Meeting category	Frequency
Executive Committee	Quarterly during the first year. Thereafter, every six (6) months or as required, except as otherwise determined by UNHCR.
Steering Committee	Monthly "Operations Review" meetings, except as otherwise determined by UNHCR.
Service Management Teams	Weekly or other basis as agreed

(b) For each such meeting, the Parties shall agree upon the location and mode (in person, video teleconference or audio conference) for the meeting in advance.

(c) Prior to each meeting, the Contractor shall prepare a suggested agenda, with active input from UNHCR, which input shall be coordinated by the relevant UNHCR Program Manager. Except for meetings scheduled on an urgent or emergency basis, the Contractor shall deliver the agreed-upon agenda to UNHCR at least seven (7) days prior to the Executive Committee two (2) days prior to the Steering Committee and Service Management Team meetings.

(d) At the meeting, the Contractor shall make available its senior management personnel to answer questions from UNHCR's senior management personnel regarding the agenda items for such meeting.

(e) When appropriate to an agenda item, either Party may invite others to participate in part or all of such meetings to facilitate information exchange and increase the value of the strategies discussed, subject to each Party's confidentiality obligations under this Agreement.

5 Cooperation and Approvals

5.1. Cooperation

(a) UNHCR and the Contractor shall co-operate in good faith in order to fulfil their respective obligations under the Agreement.

(b) UNHCR and the Contractor shall co-operate in good faith to support UNHCR and any Related UN Entities and to support ICT infrastructure activities.

5.2. Approvals

The persons authorized to execute Contract Modifications to the Agreement on behalf of each Party shall be as set out in the Agreement.

6 Escalation Procedures in Case of Service Disputes and Invoice Disputes

6.1. Escalation of Services Disputes or Invoice Disputes

In the event of a service dispute or an invoice dispute which the Parties are unable to resolve at the level of the Service Management Team, either Party may, upon written notice to the other Party, escalate the matter to executive level representatives for resolution in accordance with process described in this Section 6.

6.2. Escalation Process

(a) After the notice described in Section 6.1, each Party shall appoint a designated executive-level representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute.

(b) The designated executive-level representatives or designees shall meet as often as the Parties reasonably deem necessary and shall gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute.

(c) During the course of discussion, all reasonable requests made by a Party to the other for non-privileged information, reasonably related to the Agreement, shall be honored in order that a Party may be fully advised of the other Party's position. The specific format for the discussions shall be left to the discretion of the designated representatives;

(d) With resepct to invoice disputes, the Contractor shall:

(i) Research and review invoice disputes and, when necessary, request clarifying data from UNHCR;

(ii) support and initiate additional treatment of invoice disputes to facilitate resolution within designated timeframes;

(iii) ensure that incidents of invoice disputes are updated, at a minimum on a weekly basis;

(iv) keep the UNHCR informed of activity and anticipated Resolution times for active invoice disputes;

(v) allow UNHCR to monitor the invoice dispute process on an ongoing basis; and

(vi) escalate to the Disputes and Escalation process for invoice disputes not Resolved within the time frames established.

6.3. Continued Performance

The Contractor shall continue performing its obligations under this Agreement while a dispute is being resolved pursuant to this Section 6.

7 Reports

The Contractor shall provide written management reports to UNHCR as specified in this section. Reports are required per the following:

Table 5: Relationship Management Reports

Report Title	Report Description	Timing
Transition Report	Transition summary – Status of the transition against the transition plan.	Weekly or other basis as agreed, two (2) Business Days prior to the week or other agreed meeting of the Services Management Team.
Monthly Service Reports	As described in Schedule 10 Appendix B (Reports).	As described in Schedule 10 Appendix B (Reports).
Other Reports	Further reports to be completed as set out elsewhere in this Agreement or agreed in writing from time to time.	As required.